



LAW DEPARTMENT

THE KROGER CO

1014 VINE STREET

CINCINNATI, OHIO 45202-1100

PAUL W. HELDMAN  
VICE PRESIDENT, SECRETARY  
AND GENERAL COUNSEL

TELEFAX NUMBERS  
513-762-4935  
513-762-4554  
WRITER'S DIRECT DIAL NUMBER  
513-762-4425

THOMAS P. O'BRIEN, JR.  
JOHN M. FLYNN  
VALERIE L. GARBER  
LYNNE GELLENBECK  
BRUCE M. GACK  
ROBIN M. OLINGER

PAMELA MUELLER, PARALEGAL  
J. PHILLIPS PUGH, INVESTIGATOR

September 15, 1993

**RECEIVED**  
SEP 21 1993

Ms. Marsha A. Adams  
Responsible Party Search Section  
U.S. Environmental Protection Agency, 5HSM-5J  
77 West Jackson Boulevard  
Chicago, IL 60604

**SUPERFUND PROGRAM  
MANAGEMENT BRANCH**

**RE: Stickney Avenue Landfill and Tyler Street Dump Sites, Toledo, OH**


Dear Ms. Adams:

Enclosed please find the Response to the Information Request which was set forth in Attachment A to the letter of August 12, received August 18, from your office concerning the location noted above. An affidavit is attached.

Our personnel have been instructed to forward to the undersigned any additional information which may come to light so that the Response may be supplemented, if necessary.

It is requested that any contacts with Kroger concerning this matter be made through the undersigned.

Very truly yours,

  
THOMAS P. O'BRIEN, JR.

TOB/csc

Enclosures  
0938

EPA Region 5 Records Ctr.



340324



1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

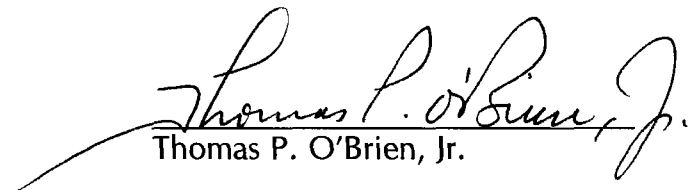
**AFFIDAVIT**

STATE OF OHIO, )  
 )  
COUNTY OF HAMILTON, to-wit: )

Thomas P. O'Brien, Jr., being first duly sworn, deposes and says as follows:

1. That he is a senior attorney and assistant secretary of The Kroger Co., an Ohio corporation, and is authorized to make this affidavit.
2. That he coordinated a diligent record search and interviewing process concerning the Stickney Avenue Landfill and Tyler Street Dump Sites in Toledo, Ohio and any possible disposal of waste material threat from 1951 to 1981.

And further affiant saith not:

  
Thomas P. O'Brien, Jr.

Sworn to and subscribed before me this 15th day of September, 1993.

  
Notary Public

0939

**CAROL S. CRANK**  
Notary Public, State of Ohio  
My Commission Expires April 7, 1996

## RESPONSE TO INFORMATION REQUEST

1.    a)    Thomas P. O'Brien, Jr. (513-762-4425)  
            Senior Attorney  
            The Kroger Co.  
            1014 Vine Street  
            Cincinnati, Ohio 45202-1100
- b)    J. Phillips Pugh (513-762-4435)  
            Investigator, Law Department  
            The Kroger Co.  
            1014 Vine Street  
            Cincinnati, Ohio 45202-1100
- c)    Tony Gaines (614-863-2062)  
            Assistant Distribution Manager  
            The Kroger Co.  
            4450 Poth Road  
            Columbus, Ohio 43213
- d)    John Gale (614-898-3200)  
            Store Operation Services Manager  
            The Kroger Co.  
            4111 Executive Parkway  
            Westerville, Ohio 43081
- e)    Steve Romaniw (614-898-3200)  
            Assistant Store Operation Services Manager  
            The Kroger Co.  
            4111 Executive Parkway  
            Westerville, Ohio 43081
- f)    John Thompson (419-475-0590)  
            Staff Assistant, Store Operation Services  
            4533 Monroe Street  
            Toledo, Ohio 43613
- g)    Don Famiano (313-462-6800)  
            Customer Service  
            17197 Laurel Park Drive N. (Suite 340)  
            Livonia, Michigan 48152

- h) Steve Theobald (713-370-8946)  
Kroger Store HP-274  
22506 FM 149  
Houston, Texas 77070
- i) William Hoffman (614-898-3200)  
Real Estate Manager  
The Kroger Co.  
4111 Executive Parkway  
Westerville, Ohio 43081
- j) Bob Benton (419-691-4871)
- k) Bob Bechstein (419-472-1165)  
Browning-Ferris Industries  
1503 Broadway Street  
Toledo, Ohio 43609
- l) Jim Wygle (614-898-3208)  
Vice President of Operations  
The Kroger Co.  
4111 Executive Parkway  
Westerville, Ohio 43081
- m) Bob Freeman (419-666-2640)  
Evergreen Landfill

2. Kroger personnel made a thorough search of records available in Toledo, Columbus and Livonia. Due to the targeted time frame, not much was found. For a period of time beginning prior to 1951 until mid-1973, Kroger maintained an administrative office in Toledo to manage the Kroger retail supermarkets in the greater Toledo area. This function was transferred to Kroger's Detroit area office in mid-1973 and later transferred to Kroger's Columbus area office. As of December 31, 1992, Kroger's Columbus Marketing Area (an internal name) had responsibility for 11 retail supermarkets in Lucas County, Ohio plus others in surrounding counties.
  - a) Attached and marked Exhibit A-1 through 14 are copies of store sanitation service agreements with Benton Village Sanitation Service.
  - b) Attached and marked Exhibit B-1 through 5 are copies of memoranda relating to refuse collection.
  - c) Attached and marked Exhibit C-1 through 4 are sample store trash hauling agreements in use during the 1980's.

3.
  - a) Benton Village Sanitation Service  
A Division of Waste Management, Inc.  
P.O. Box 654  
Toledo, Ohio 43694 (419-666-2640)
  - b) Browning-Ferris Industries  
1503 Broadway Street  
Toledo, Ohio 43609 (419-472-1165)
  - c) Waste Management of Toledo  
6525 Wales Road  
Norwood, Ohio 43619 (no phone)
  - d) See Responses 1 (j), (k) and (m).
4. Not applicable.
5. Unknown.
6. No Kroger personnel have any actual knowledge about either site. Kroger has no information as to who might have actual knowledge about either site other than Bob Freeman (Response 1(m)).
7. By way of a preface, Kroger has no actual knowledge of any person transporting anything to either site, including any of its store trash. Further, please note that during the period 1951-1981, Kroger did not operate any manufacturing facility in Lucas County, Ohio nor in any area in close enough proximity to Lucas County, Ohio to have generated any solid waste which would have been transported to the Site. From prior to 1951 until April 20, 1963, Kroger operated a grocery warehouse and distribution center located at 2900 Hill Avenue, Toledo, Ohio 43607. That facility serviced the Toledo area Kroger retail supermarkets until it closed and its warehousing and distribution responsibilities for the Toledo area stores were divided between Kroger distribution centers in Livonia, Michigan and Columbus, Ohio. After April 20, 1963, Kroger only operated an office (until sometime in 1973) and retail supermarkets in Lucas County, Ohio. On December 31, 1960 there were 30 supermarkets in operation, on December 31, 1970, 25 and on December 31, 1980, 12.

Notwithstanding the above, Kroger provides the following specific answers to Request number 7:

- a) See Response number 3. In addition, Bob Benton (Response 1(j)) remembers that S.E. Freeman & Son hauled store trash until 1966 or 1967. That company was sold to a company called Community Sanitation which was

later sold to a Mrs. Brown who later sold to Browning-Ferris Industries. Mr. Benton believes that both sites were owned by the City of Toledo.

- b) Unknown.
- c) The retail supermarkets serviced by the companies identified herein utilized dumpsters or bins of varying size which were emptied on a periodic basis. The contents included waxed cardboard, cardboard, paper, wood crates, outdated food products, plastic bags and wrap, floor sweepings and customer trash, metal and plastic display materials and other odds and ends. Kroger does not believe that any hazardous waste, pollutant or contaminant was placed in any of its refuse containers.
- d) Unless third parties had placed items in a store dumpster, anything contained therein was owned by Kroger.
- e) Unknown.
- f) Kroger performed no tests.
- g) Unknown.
- h) Payment would probably have been by check but those records no longer exist.
- i) Not applicable.
- j) Unknown.
- k) Unknown.
- l) Unknown.
- m) None.
- n) During the time frame in question, most stores probably had an 8, 12 or 16 cubic foot dumpster which normally would have been owned by the hauler. Smaller stores may have had bins in the back room.
- o) Unknown.
- p) None other than Exhibits A-1 through 14, B-1 through 5 and C-1 through 4.
- q) See Response number 1.

8. Based upon information provided by Bob Benton and Bob Freeman, Kroger believes that store trash may have hauled to the King Road Landfill on McCord Road in Sylvania, Ohio, the S.E. Freeman Landfill on Angola Road in Toledo, the Evergreen Landfill on East Broadway in Northwood, Ohio and the BFL Landfill.

0937.sav

ENGINEERED SOLID WASTE DISPOSAL SYSTEMS

**BENTON**

VILLAGE SANITATION SERVICE

DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

**SERVICE AGREEMENT**Prepared By: PMApproved By: PM 10-28Customer Number: 1045384Customer Name: KROGER ~~STREET~~ 6226 SUMMIT (384.00)Customer Service Address: 6226 SUMMIT Telephone: \_\_\_\_\_City: TOL State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Customer Billing Address: \_\_\_\_\_

City: LIVONIA State: MI Zip Code: \_\_\_\_\_Customer Service Contact: JOHN ROTH Telephone: 1-313-522-44☒ **COMMERCIAL**

- ☐ New Service  
☒ Upgrade  
☐ Downgrade  
☐ Price Increase  
☐ Container Exchange  
☐ Seasonal  
☐ Discontinue Billing Date  
☐ Pull Container & Discontinue Serv. Date \_\_\_\_\_  
☐ Other

- ☐ **INDUSTRIAL**  
☐ New Service  
☐ Reg. Temp. Service  
☐ Permanent  
☐ Temporary  
☐ One-Shot

**SCHEDULE OF CHARGES**

(Complete Applicable Items)

Service Charge Per Month \$ 384.00

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge  
Day - Month \$ \_\_\_\_\_Service Charge For Extra  
Refuse Per Yard \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

**CONTAINER SPECIFICATIONS**

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other
<u>1</u>	<u>8</u>	<input checked="" type="checkbox"/>		

Equipment Delivery Date: \_\_\_\_\_

☐ On call temporary ☐ On call permanentPick up days were (old): (M) (T) (W) (T) (F) (S) TOTAL 6Pick up days are (new): (M) (T) (W) (T) (F) (S) TOTAL 6ROUTE BRUNNROUTE BRUNN**FOR OFFICE USE ONLY****SALES DEPT.**☒ Route Cards Completed☒ Wheel Cards CompletedBy mk Date 10/29/74  
(Initial)☒ Posted on Container Delivery SheetBy mk Date 10/29/74  
(Initial)**BILLING DEPT.**☒ 640 Completed

Beginning date of monthly charges

By SM Date 11/14  
(Initial)**CREDIT DEPT.**

To Credit Date \_\_\_\_\_ (Initial)

Return to Sales Date \_\_\_\_\_ (Initial)

CONTRACT EXPIRATION DATE 9-28-75**ADDITIONAL INFORMATION**PULL 1-41 FRTOTAL 2-8 YO FRONTSWAS 288.00

The terms and conditions on reverse side are part of this agreement.

**CUSTOMER**Authorized Signature JOHN ROTH

Title \_\_\_\_\_

Date 10-28-74**CONTRACTOR**Representative's Signature PMRepresentative's Title Per Paul Mgr.Date 10-28-74

## TERMS AND CONDITIONS

**CONTRACTOR'S DUTIES.** Contractor shall collect and dispose of the waste materials (garbage, trash, and other solid refuse) of the Customer placed in the containers provided by the Contractor at the service address and location or relocation address, at the frequency of service indicated. Contractor shall not be required to accept any toxic, flammable or other hazardous wastes placed in the containers. After notice given to it by the Customer, Contractor shall make any necessary repairs to the containers furnished for use by Customer and shall replace the container when the containers are no longer fit for the purpose intended.

**CUSTOMER'S DUTIES.** The containers shall be in the possession and control of the Customer. Customer shall be responsible for the cleanliness and safekeeping of the containers. Customer agrees to hold harmless and indemnify Contractor against all claims, lawsuits and any other liability for injury to persons or damage to property arising out of the possession or use of the containers by the Customer. All containers furnished by the Contractor for use by the Customer shall remain the property of the Contractor and the Customer shall have no right, title or interest in them. Customer shall not make any alterations or improvements without the prior written consent of the Contractor. Customer shall not overload the containers, nor use them for incineration purposes, and shall be liable to Contractor for loss or damage in excess of reasonable wear and tear.

**PRICE AND PAYMENT.** Customer shall pay Contractor on a monthly basis for the collection and disposal service provided by the Contractor (including all charges for container use and maintenance) in accordance with the schedule of charges shown on the reverse side.

Payment shall be made by Customer within ten (10) days after receipt of an invoice from the Contractor.

**DISPOSAL COST INCREASES.** Since sanitary landfill and other disposal charges to which Contractor is subject are a significant cost of the service provided, Contractor may increase the unit price of the collection services provided the Customer in an amount equal to any equivalent unit increase in disposal costs.

**CHANGES.** Changes in the price rates, frequency of collection service, Except as provided in the above paragraph, number, capacity and type of container may be agreed to, orally or in writing, by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

**TERM.** This agreement, including any agreed changes, shall extend for a minimum period of one (1) year from the beginning date of service, and shall be automatically renewed from year to year unless either party shall give written notice of termination to the other at least thirty (30) days prior to the annual termination date. Contractor agrees that if Customer no longer requires any collection and disposal service for its waste materials, Customer may terminate this agreement upon written notice given to the Contractor at least thirty (30) days prior to the intended termination date upon payment of all amounts due Contractor.

**CHANGE OF SERVICE ADDRESS.** This agreement shall continue in effect for the term provided herein and shall apply to changes of service address location or additional service locations of the Customer within the area in which Contractor provides collection service.

**ASSIGNMENT AND BENEFIT.** This agreement and all changes thereto shall be binding on the parties and their successors and assigns. This agreement may be assigned by the Contractor only upon written consent of the Customer.

ENGINEERED SOLID WASTE DISPOSAL SYSTEMS

# BENTON

VILLAGE SANITATION SERVICE  
DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

## SERVICE AGREEMENT

Prepared By: Mary

Approved By: My self

Customer Number: 104558

Customer Name Kroger Store (Summit) 200

Customer Service Address 6826 Summit Telephone \_\_\_\_\_

City Toledo State Ohio Zip Code 43611

Customer Billing Address P.O. Box 4444

City Wapakoneta State Mich. Zip Code 45815

Customer Service Contact John Rohal Telephone \_\_\_\_\_

☒ COMMERCIAL

☐ New Service

☐ Upgrade

☒ Downgrade

☒ Price Increase

☐ Container Exchange

☐ Seasonal

☐ Discontinue Billing Date

☐ Pull Container & Discontinue Serv. Date \_\_\_\_\_

☐ Other

☐ INDUSTRIAL

☐ New Service

☐ Reg. Temp. Service

☐ Permanent

☐ Temporary

☐ One-Shot

## SCHEDULE OF CHARGES

(Complete Applicable Items)

Service Charge Per Month \$ 200

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge

Day - Month \$ \_\_\_\_\_

Service Charge For Extra

Refuse Per Yard \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

## CONTAINER SPECIFICATIONS

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other
<u>1</u>	<u>2</u>	<u>X</u>		

Equipment Delivery Date 30 DEC

☐ On call temporary ☐ On call permanent

Pick up days were (old): MTWTFSS TOTAL 6 days

Pick up days are (new): MTWTFSS TOTAL 5 days

## FOR OFFICE USE ONLY

### SALES DEPT.

☒ Route Cards Completed

☒ Wheel Cards Completed

By mk Date 12/05/74

(initial)

☐ Posted on Container Delivery Sheet

By \_\_\_\_\_ Date \_\_\_\_\_

(initial)

### BILLING DEPT.

☐ 640 Completed

Beginning date of monthly charges \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

(initial)

### CREDIT DEPT.

To Credit Date \_\_\_\_\_

(initial)

Return to Sales Date \_\_\_\_\_

(initial)

CONTRACT EXPIRATION DATE 11-3-75

## ADDITIONAL INFORMATION

pull 1-8 yd. front  
Effective

Dec. 30

WAS 3.

Total  
1-8 yd. front  
1-2 yd.

The terms and conditions on reverse side are part of this agreement.

## CUSTOMER

Authorized Signature John Rohal

Title Pres. Telephone

Date 12/05/75

## CONTRACTOR

Representative's Signature My

Representative's Title Gen. Salesman

Date 12/05/74

A-3

ENGINEERED SOLID WASTE DISPOSAL SYSTEMS

# BENTON

VILLAGE SANITATION SERVICE  
DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

## SERVICE AGREEMENT

Prepared By: my

Approved By: my

Customer Number: 1045584

Customer Name Kroger Store (Summit) 200

Customer Service Address 6226 Summit Telephone \_\_\_\_\_

City Toledo State Ohio Zip Code 43611

Customer Billing Address P.O. Box 21214

City Monroe State Mich. Zip Code 48151

Customer Service Contact John Rohr Telephone \_\_\_\_\_

☒ COMMERCIAL

☐ New Service

☐ Upgrade

☒ Downgrade

☐ Price Increase

☐ Container Exchange

☐ Seasonal

☐ Discontinue Billing Date

☐ Pull Container &

Discontinue Serv. Date \_\_\_\_\_

☐ Other

☐ INDUSTRIAL

☐ New Service

☐ Reg. Temp. Service

☐ Permanent

☐ Temporary

☐ One-Shot

## SCHEDULE OF CHARGES

(Complete Applicable Items)

Service Charge Per Month \$ 200.00

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge  
Day - Month \$ \_\_\_\_\_

Service Charge For Extra  
Refuse Per Yard \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

## CONTAINER SPECIFICATIONS

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other
<u>1</u>	<u>2</u>	<u>X</u>		

Equipment Delivery Date 30 DEC

☐ On call temporary ☐ On call permanent

Pick up days were (old): MTWTFSS

Pick up days are (new): MTWTFSS

TOTAL ROUTE

6

5

## FOR OFFICE USE ONLY

### SALES DEPT.

☒ Route Cards Completed

☐ Wheel Cards Completed

By mk Date 12/05/74

(Initial)

☒ Posted on Container Delivery Sheet

By mk Date 12/30/74

(Initial)

### BILLING DEPT.

☒ 640 Completed

Beginning date of monthly charges

By mk Date 12/6

(Initial)

### CREDIT DEPT.

Return to Sales Date \_\_\_\_\_

(Initial)

CONTRACT EXPIRATION DATE 11-3-75

## ADDITIONAL INFORMATION

pull 1-8 yd. front

Effective

Dec. 30

WAS 384

Total

1-8 yd. front

1-2 yd. front

The terms and conditions on reverse side are part of this agreement.

## CUSTOMER

Authorized Signature John Rohr

Title Pres. Kroger

Date 12/11/74

## CONTRACTOR

Representative's Signature my

Representative's Title Gen. Mgr.

Date 12/10/74



# BENTON

VILLAGE SANITATION SERVICE  
DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

## SERVICE AGREEMENT

Prepared By: ChrisApproved By: Ry 7-6

Customer Number: \_\_\_\_\_

Customer Name KROGER STORE #159 (Summit St.)Customer Service Address 6226 Summit St. Telephone \_\_\_\_\_City TOLEDO State OHIO Zip Code 43611Customer Billing Address P.O. Box 4444 In Care of \_\_\_\_\_City LIVONIA State MICH. Zip Code 48151

Customer Service Contact \_\_\_\_\_ Telephone \_\_\_\_\_

☒ COMMERCIAL

- ☐ New Service  
☐ Upgrade  
☒ Downgrade  
☐ Price Increase Only  
☐ Container Exchange  
☐ Seasonal  
☐ Discontinue Billing Date \_\_\_\_\_  
☐ Pull Container & Discontinue Serv. Date \_\_\_\_\_  
☐ Other \_\_\_\_\_

☐ INDUSTRIAL

- ☐ New Service  
☐ Reg. Temp. Service  
☐ Permanent  
☐ Temporary  
☐ One-Shot

## SCHEDULE OF CHARGES

(Complete Applicable Items)

Service Charge Per Month \$ 144.00

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge  
Day - Month \$ \_\_\_\_\_Service Charge For Extra  
Refuse Per Yard \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

## CONTAINER SPECIFICATIONS

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other
1	6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Equipment Delivery Date A.S.A.P.☐ On call temporary ☐ On call permanentPick up days were (old): (M) T (W) (Th) (F) (S) S TOTAL \_\_\_\_\_ ROUTE \_\_\_\_\_Pick up days are (new): (M) T (W) (Th) (F) (S) S TOTAL 6 ROUTE 6

## FOR OFFICE USE ONLY

## SALES DEPT.

- ☒ Route Tabs Completed  
☒ Wheel Cards Completed  
 By l Date 7/22/76  
 (Initial) (date)  
☒ Posted on Container Delivery Sheet  
 Exchange  
 (Pull)  
 By l Date 6/29/76  
 (Initial) (date)

## BILLING DEPT.

- ☐ 640 Completed  
 Beginning date of monthly charges \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 (Initial)

## CREDIT DEPT.

- To Credit Date \_\_\_\_\_ (Initial)  
 Return to Sales Date \_\_\_\_\_ (Initial)

## OPERATIONS

- ☐ Route & Wheel Cards Rec'd  
 (by) (date) (time)

CONTRACT EXPIRATION DATE \_\_\_\_\_

## ADDITIONAL INFORMATION

The terms and conditions on reverse side are part of this agreement.

## CUSTOMER

Authorized Signature John H. P. H.

Title \_\_\_\_\_

Date 7/6/76

## CONTRACTOR

Representative's Signature Barry B. B.Representative's Title Barry B. B.Date 7-6-76

# BENTON

VILLAGE SANITATION SERVICE SALES  
DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

Prepared By: mary

Approved By: py 6 DEC

Customer Number: 103175

Customer Name Kroger Store (Great Eastern) 20

Customer Service Address 2520 Woodville Telephone 691-5335

City Toledo State Ohio Zip Code 43616

Customer Billing Address P.O. Box 4444

City Ivonia State Mich. Zip Code 48151

Customer Service Contact John Rohr Telephone 48

☒ COMMERCIAL

- ☐ New Service
- ☐ Upgrade
- ☒ Downgrade
- ☐ Price Increase
- ☐ Container Exchange
- ☐ Seasonal
- ☐ Discontinue Billing Date
- ☐ Pull Container & Discontinue Serv. Date \_\_\_\_\_
- ☐ Other

- ☐ INDUSTRIAL

  - ☐ New Service
  - ☐ Reg. Temp. Service
  - ☐ Permanent
  - ☐ Temporary
  - ☐ One-Shot

**SCHEDULE OF CHARGES**

(Complete Applicable Items)

Service Charge Per Month \$ 200<sup>00</sup>

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge Day - Month \$ \_\_\_\_\_

Service Charge For Extra Refuse Per Yard \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

**CONTAINER SPECIFICATIONS**

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other
<u>1</u>	<u>2</u>	<u>X</u>		

Equipment Delivery Date 30 DEC

☐ On call temporary ☐ On call permanent

Pick up days were (old): M T W Th F S S 6 week

Pick up days are (new): (M T W Th F) S S 5

**FOR OFFICE USE ONLY**

**SALES DEPT.**

☒ Route Cards Completed

☐ Wheel Cards Completed

By mk Date 12/05/74  
(Initial)

☐ Posted on Container Delivery Sheet

By \_\_\_\_\_ Date \_\_\_\_\_  
(Initial)

**BILLING DEPT.**

☐ 640 Completed

Beginning date of monthly charges \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
(Initial)

**CREDIT DEPT.**

To Credit Date \_\_\_\_\_ (Initial)

Return to Sales Date \_\_\_\_\_ (Initial)

CONTRACT EXPIRATION DATE 11-3-75

The terms and conditions on reverse side are part of this agreement.

**ADDITIONAL INFORMATION**

pull 1-8 yd F.  
Effective  
Dec. 30.

was 384"

TOTAL CONTAINER  
1-849 front  
1-249

**CUSTOMER**

Authorized Signature John Rohr

Title PW Telephone

Date 12/03/74

**CONTRACTOR**

Representative's Signature py

Representative's Title ged sales mgr

Date 12/05/74

75 M.K.G. 22 11:48

# BENTON

VILLAGE SANITATION SERVICE  
DIVISION OF WASTE CEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

## SERVICE AGREEMENT

Prepared By: maryApproved By: 3-19-75Customer Number: 103175

Customer Name Kroger Store (GREAT EASTERN 240.00)  
 Customer Service Address 2520 Woodville Telephone 691-5333  
 City Toledo State Ohio Zip Code 43616  
 Customer Billing Address P.O. Box 4444 In Care of \_\_\_\_\_  
 City Ann Arbor State Mich Zip Code \_\_\_\_\_  
 Customer Service Contact Mr. Roh Telephone 48151

☒ COMMERCIAL☐ New Service☐ Upgrade☐ Downgrade☐ Price Increase Only☐ Container Exchange☐ Seasonal☐ Discontinue Billing Date \_\_\_\_\_☐ Pull Container & Discontinue Serv. Date \_\_\_\_\_☐ Other \_\_\_\_\_☐ INDUSTRIAL☐ New Service☐ Reg. Temp. Service☐ Permanent☐ Temporary☐ One-Shot

## SCHEDULE OF CHARGES

(Complete Applicable Items)

Service Charge Per Month \$ 240.00

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge

Day - Month \$ \_\_\_\_\_

Service Charge For Extra

Refuse Per Yard \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

## CONTAINER SPECIFICATIONS

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other

Equipment Delivery Date There☐ On call temporary ☐ On call permanentPick up days were (old): M T W Th F S TOTAL 5 ROUTE redPick up days are (new): M T W Th F S TOTAL 6 ROUTE red

## FOR OFFICE USE ONLY

## SALES DEPT.

☒ Route Tabs Completed☒ Wheel Cards CompletedBy MR Date 3/21/75  
(Initial)

Exchange

☐ Posted on Container Delivery Sheet  
PullBy \_\_\_\_\_ Date \_\_\_\_\_  
(Initial)

## OPERATIONS

☐ Route & Wheel Cards Rec'd.

(by) \_\_\_\_\_ (date) \_\_\_\_\_ (time) \_\_\_\_\_

## BILLING DEPT.

☒ 640 Completed

Beginning date of monthly charges \_\_\_\_\_

By jm Date 3/21  
(Initial)

## CREDIT DEPT.

To Credit Date 3/21/75 mary  
(Initial)Return to Sales Date \_\_\_\_\_  
(Initial)

CONTRACT EXPIRATION DATE \_\_\_\_\_

## ADDITIONAL INFORMATION

1-8 yds + 1-2 yds  
max 200.00

The terms and conditions on reverse side are part of this agreement.

## CUSTOMER

Authorized Signature Mr. RohTitle Per taleDate 3/19/75

## CONTRACTOR

Representative's Signature Mr. RohRepresentative's Title Gen. ManagerDate 3/19/75

USE BALL POINT - PRESS HARD - 5 COPIES

→ MAY MAKE A STRIP PARTIAL

ENGINEERED SOLID WASTE DISPOSAL SYSTEMS

**BENTON**

VILLAGE SANITATION SERVICE  
DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

7-109  
**SERVICE AGREEMENT**

Prepared By: mm

Approved By: 3-19-75

Customer Number: 102175

Customer Name Kroger Store (GREAT EASTERN 240.00)

Customer Service Address 2520 Woodville Telephone 691-5335

City Toledo State Ohio Zip Code 43616

Customer Billing Address P.O. Box 4244 In Care of \_\_\_\_\_

City Ann Arbor State Mich Zip Code \_\_\_\_\_

Customer Service Contact Mr. Roh Telephone 48151

☒ **COMMERCIAL**

☐ New Service

☐ Upgrade

☐ Downgrade

☐ Price Increase Only

☐ Container Exchange

☐ Seasonal

☐ Discontinue Billing Date \_\_\_\_\_

☐ Pull Container &  
Discontinue Serv. Date \_\_\_\_\_

☐ Other \_\_\_\_\_

☐ **INDUSTRIAL**

☐ New Service

☐ Reg. Temp. Service

☐ Permanent

☐ Temporary

☐ One-Shot

**SCHEDULE OF CHARGES**

(Complete Applicable Items)

Service Charge Per Month \$ 240.00

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge  
Day - Month \$ \_\_\_\_\_

Service Charge For Extra  
Refuse Per Yard \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

**CONTAINER SPECIFICATIONS**

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other

Equipment Delivery Date There

☐ On call temporary ☐ On call permanent

Pick up days were (old): M T W Th F S S TOTAL 5 ROUTE 100

Pick up days are (new): M T W Th F S S TOTAL 6 ROUTE 100

**FOR OFFICE USE ONLY**

**SALES DEPT.**

☐ Route Tabs Completed

☐ Wheel Cards Completed

By \_\_\_\_\_ Date \_\_\_\_\_  
(initial)

Exchange

☐ Posted on Container Delivery Sheet  
Pull

By \_\_\_\_\_ Date \_\_\_\_\_  
(initial)

**OPERATIONS**

☐ Route & Wheel Cards Rec'd.

(by) \_\_\_\_\_ (date) \_\_\_\_\_ (time) \_\_\_\_\_

**BILLING DEPT.**

☐ 640 Completed

Beginning date of monthly charges \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
(initial)

**CREDIT DEPT.**

To Credit Date \_\_\_\_\_  
(initial)

Return to Sales Date \_\_\_\_\_  
(initial)

CONTRACT EXPIRATION DATE \_\_\_\_\_

**ADDITIONAL INFORMATION**

1-8400 + 1-2400  
was 200.00

Change from 100 to 200  
100 (+100)

The terms and conditions on reverse side are part of this agreement.

**CUSTOMER**

Authorized Signature Mr. Roh

Title Pres

Date 3/19/75

**CONTRACTOR**

Representative's Signature Ms. [unclear]

Representative's Title Genl Mgr

Date 3/19/75

A-8

**BENTON**VILLAGE SANITATION SERVICE  
DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

Prepared By: maryApproved By: PSY 6 DECCustomer Number: 1031753Customer Name Kroger Store (Great Eastern)Customer Service Address 2520 Woodville Telephone 691-5335City Toledo State Ohio Zip Code 43616Customer Billing Address P.O. Box 4444City Ivonia State Mich. Zip Code 48151Customer Service Contact John Rohal Telephone 48☒ COMMERCIAL☐ New Service☐ Upgrade☒ Downgrade☐ Price Increase☐ Container Exchange☐ Seasonal☐ Discontinue Billing Date☐ Pull Container &

Discontinue Serv. Date \_\_\_\_\_

☐ Other☐ INDUSTRIAL☐ New Service☐ Reg. Temp. Service☐ Permanent☐ Temporary☐ One-Shot**SCHEDULE OF CHARGES**

(Complete Applicable Items)

Service Charge Per Month \$ 200<sup>00</sup>

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge  
Day - Month \$ \_\_\_\_\_Service Charge For Extra  
Refuse Per Yard \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

**CONTAINER SPECIFICATIONS**

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other
<u>1</u>	<u>2</u>	<u>X</u>		

Equipment Delivery Date 30 DEC☐ On call temporary ☐ On call permanentPick up days were (old): M T W Th F S S 6 TOTAL 6 ROUTE 200Pick up days are (new): (M T W Th F S S) 5**FOR OFFICE USE ONLY****SALES DEPT.**☒ Route Cards Completed☐ Wheel Cards CompletedBy mk Date 10/05/74  
(initial)**BILLING DEPT.**☒ 640 Completed

Beginning date of monthly charges

By SM Date 12/6  
(initial)**CREDIT DEPT.**☒ Posted on Container Delivery SheetBy mk Date 12/30/74  
(initial)

To Credit Date \_\_\_\_\_ (initial)

Return to Sales Date \_\_\_\_\_ (initial)

CONTRACT EXPIRATION DATE 11-3-75**ADDITIONAL INFORMATION**pull 1-8 yd F.  
Effective  
Dec. 30was 284<sup>00</sup>TOTAL CONTAINERS  
1-8 yd 7 front  
1-2 yd 7 front

The terms and conditions on reverse side are part of this agreement.

**CUSTOMER**Authorized Signature John RohalTitle P.O. Box 4444Date 12/6/74**CONTRACTOR**Representative's Signature PSYRepresentative's Title Gen. Mgr.Date 12/05/74



# BENTON

VILLAGE SANITATION SERVICE

DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

**SERVICE AGREEMENT**Prepared By: ChisApproved By: 17-6

Customer Number: \_\_\_\_\_

Customer Name KROGER STORE #105 (DECAT EASTERN SHOPPING CTR.)Customer Service Address 2520 WOODVILLE (DECAT EASTERN) Telephone 691-5335City TOLEDO State OHIO Zip Code 43616Customer Billing Address P.O. BOX 4444 In Care of \_\_\_\_\_City LIVONIA State MICH. Zip Code 48151

Customer Service Contact \_\_\_\_\_ Telephone \_\_\_\_\_

☒ **COMMERCIAL**☐ New Service☐ Upgrade☒ Downgrade☐ Price Increase Only☐ Container Exchange☐ Seasonal☐ Discontinue Billing Date \_\_\_\_\_☐ Pull Container &  
Discontinue Serv. Date \_\_\_\_\_☐ Other \_\_\_\_\_☐ **INDUSTRIAL**☐ New Service☐ Reg. Temp. Service☐ Permanent☐ Temporary☐ One-Shot**SCHEDULE OF CHARGES**

(Complete Applicable Items)

Service Charge Per Month \$ 160<sup>00</sup>

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge

Day - Month \$ \_\_\_\_\_

Service Charge For Extra

Refuse Per Yard \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

**CONTAINER SPECIFICATIONS**

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other
<u>1</u>	<u>8</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Equipment Delivery Date \_\_\_\_\_

☐ On call temporary ☐ On call permanentPick up days were (old): (M) (T) (W) (TH) (F) (S) (S) TOTAL 6 ROUTE 6Pick up days are (new): (M) (T) (W) (TH) (F) (S) (S) TOTAL 5 ROUTE 5**FOR OFFICE USE ONLY****SALES DEPT.**☒ Route Tabs Completed☒ Wheel Cards CompletedBy C Date 9/22/76

Exchange

☒ Posted on Container Delivery SheetBy C Date 6/29/76

(Pull)

**OPERATIONS**☒ Route & Wheel Cards Rec'dBy R. H. J. 7/1/76 (date) (time)**BILLING DEPT.**☐ 640 Completed

Beginning date of monthly charges \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

(Initial)

**CREDIT DEPT.**

To Credit Date \_\_\_\_\_

(Initial)

Return to Sales Date \_\_\_\_\_

(Initial)

CONTRACT EXPIRATION DATE \_\_\_\_\_

**ADDITIONAL INFORMATION**PULL 1-240.00The terms and conditions on reverse side are part of this agreement. WRS 240<sup>00</sup>**CUSTOMER**Authorized Signature J. H. J. R. H.

Title \_\_\_\_\_

Date 7/1/76**CONTRACTOR**Representative's Signature Paul H. J. R. H.Representative's Title Paul H. J. R. H.Date 7-6-76

ENGINEERED SOLID WASTE DISPOSAL SYSTEMS

**BENTON**VILLAGE SANITATION SERVICE  
DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

**SERVICE AGREEMENT**Prepared By: mkApproved By: myCustomer Number: 1031842Customer Name Kroger Store (Southland) 240Customer Service Address Southland Shopping Telephone 385-6121City Toledo State Ohio Zip Code 43614Customer Billing Address P.O. Box 4444City Wesley State Mich. Zip Code 48151

Customer Service Contact \_\_\_\_\_ Telephone \_\_\_\_\_

☒ **COMMERCIAL**☐ New Service☐ Upgrade☒ Downgrade☐ Price Increase☐ Container Exchange☐ Seasonal☐ Discontinue Billing Date \_\_\_\_\_☐ Pull Container &

Discontinue Serv. Date \_\_\_\_\_

☐ Other \_\_\_\_\_☐ **INDUSTRIAL**☐ New Service☐ Reg. Temp. Service☐ Permanent☐ Temporary☐ One-Shot**SCHEDULE OF CHARGES**

(Complete Applicable Items)

Service Charge Per Month \$ 240.00

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge  
Day - Month \$ \_\_\_\_\_Service Charge For Extra  
Refuse Per Yard \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

**CONTAINER SPECIFICATIONS**

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other

Equipment Delivery Date There☐ On call temporary ☐ On call permanentPick up days were (old): (M) (T) (W) (Th) (F) (S) (S)Pick up days are (new): (M) (T) (W) (Th) (F) (S) (S)

TOTAL

ROUTE

6 Orange5 Orange**FOR OFFICE USE ONLY****SALES DEPT.**☒ Route Cards Completed☒ Wheel Cards CompletedBy mk Date 11/12/74  
(Initial)☐ Posted on Container Delivery SheetBy \_\_\_\_\_ Date \_\_\_\_\_  
(Initial)**BILLING DEPT.**☒ 640 Completed

Beginning date of monthly charges \_\_\_\_\_

By gm Date 28 Nov  
(Initial)**CREDIT DEPT.**

To Credit Date \_\_\_\_\_ (Initial)

Return to Sales Date \_\_\_\_\_ (Initial)

CONTRACT EXPIRATION DATE \_\_\_\_\_

**ADDITIONAL INFORMATION**1-4 yd + 1-8 yd  
Generalwas 288

The terms and conditions on reverse side are part of this agreement.

**CUSTOMER**Authorized Signature John Rother

Title \_\_\_\_\_

Date 11-12-74**CONTRACTOR**Representative's Signature myRepresentative's Title General ManagerDate 11/11/74



# BENTON

VILLAGE SANITATION SERVICE  
DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

## SERVICE AGREEMENT

Prepared By: Chris

Approved By: My 7-6

Customer Number: \_\_\_\_\_

Customer Name: KROGER STORE #118 (SOUTHLAND SHOPPING CEN)

Customer Service Address: BYRNE RD (SOUTHLAND SHOPPING CENTER) Telephone: 385-6121

City: TOLEDO State: OHIO Zip Code: 43614

Customer Billing Address: P.O. BOX 4444 In Care of: \_\_\_\_\_

City: LIVONIA State: MICH Zip Code: 48151

Customer Service Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

### COMMERCIAL

- ☒ New Service  
☐ Upgrade  
☒ Downgrade  
☐ Price Increase Only  
☐ Container Exchange  
☐ Seasonal  
☐ Discontinue Billing Date \_\_\_\_\_  
☐ Pull Container & Discontinue Serv. Date \_\_\_\_\_  
☐ Other \_\_\_\_\_

### INDUSTRIAL

- ☐ New Service  
☐ Reg. Temp. Service  
☐ Permanent  
☐ Temporary  
☐ One-Shot

### SCHEDULE OF CHARGES

(Complete Applicable Items)

Service Charge Per Month \$ 160<sup>00</sup>

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge  
Day - Month \$ \_\_\_\_\_

Service Charge For Extra  
Refuse Per Yard \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

### CONTAINER SPECIFICATIONS

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other
<u>1</u>	<u>8</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Equipment Delivery Date: THERE

☐ On call temporary ☐ On call permanent

Pick up days were (old): (M) T (W) (TH) (F) (S) S TOTAL 6 ROUTE SILVER

Pick up days are (new): (M) T (W) (TH) (F) (S) S TOTAL 5 ROUTE PURPLE

### FOR OFFICE USE ONLY

#### SALES DEPT.

- ☒ Route Tabs Completed  
☒ Wheel Cards Completed  
By (initial) Date 7/10/76  
Exchange

- ☒ Posted on Container Delivery Sheet

By (initial) Date 6/29/76  
(Pull)

#### OPERATIONS

- ☐ Route & Wheel Cards Rec'd  
7/12/76 4:20 PM  
(by) (date) (time)

#### BILLING DEPT.

- ☐ 640 Completed  
Beginning date of monthly charges \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
(Initial)

#### CREDIT DEPT.

To Credit Date \_\_\_\_\_ (Initial)  
Return to Sales Date \_\_\_\_\_ (Initial)

CONTRACT EXPIRATION DATE \_\_\_\_\_

#### ADDITIONAL INFORMATION

PULL 1-440 ft.  
WPS 240 00

The terms and conditions on reverse side are part of this agreement.

### CUSTOMER

Authorized Signature: John H. Rhee

Title: \_\_\_\_\_

Date: 7/1/76

### CONTRACTOR

Representative's Signature: Paul S. [unclear]

Representative's Title: Paul S. [unclear]

Date: 7-6-76

**BENTON**

VILLAGE SANITATION SERVICE

DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

**SERVICE AGREEMENT**Prepared By: mk.Approved By: ryCustomer Number: 1031840Customer Name Kroger Store (Southland) 240Customer Service Address Southland Shopping Telephone 385-6121City Toledo State Ohio Zip Code 43614Customer Billing Address P.O. Box 4444City Ironia State Mich. Zip Code 48151

Customer Service Contact \_\_\_\_\_ Telephone \_\_\_\_\_

☒ **COMMERCIAL**

- ☐ New Service  
☐ Upgrade  
☒ Downgrade  
☐ Price Increase  
☐ Container Exchange  
☐ Seasonal  
☐ Discontinue Billing Date  
☐ Pull Container & Discontinue Serv. Date \_\_\_\_\_  
☐ Other

- ☐ **INDUSTRIAL**  
☐ New Service  
☐ Reg. Temp. Service  
☐ Permanent  
☐ Temporary  
☐ One-Shot

**SCHEDULE OF CHARGES**

(Complete Applicable Items)

Service Charge Per Month \$ 240<sup>00</sup>

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge  
Day - Month \$ \_\_\_\_\_Service Charge For Extra  
Refuse Per Yard \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

**CONTAINER SPECIFICATIONS**

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other

Equipment Delivery Date There☐ On call temporary ☐ On call permanentPick up days were (old): (M) (T) (W) (Th) (F) (S) (S)Pick up days are (new): (M) (T) (W) (Th) (F) (S) (S)

TOTAL ROUTE

6 01/01/745 01/01/74**FOR OFFICE USE ONLY****SALES DEPT.**☒ Route Cards Completed☒ Wheel Cards CompletedBy mk. Date 11/12/74  
(Initial)☐ Posted on Container Delivery SheetBy \_\_\_\_\_ Date \_\_\_\_\_  
(Initial)**BILLING DEPT.**☒ 640 Completed

Beginning date of monthly charges

By jm Date 28 Nov  
(Initial)**CREDIT DEPT.**To Credit Date \_\_\_\_\_  
(Initial)Return to Sales Date \_\_\_\_\_  
(Initial)

CONTRACT EXPIRATION DATE \_\_\_\_\_

**ADDITIONAL INFORMATION**1-4 yds + 1-8 yds  
frontWAS 288<sup>00</sup>

The terms and conditions on reverse side are part of this agreement.

**CUSTOMER**Authorized Signature John R. Rother

Title \_\_\_\_\_

Date 11-12-74**CONTRACTOR**Representative's Signature ryRepresentative's Title General ManagerDate 11/11/74



# BENTON

VILLAGE SANITATION SERVICE  
DIVISION OF WASTE MANAGEMENT, INC.

MAILING ADDRESS: P. O. BOX 654 • TOLEDO, OHIO 43694 • (419) 666-2640

## SERVICE AGREEMENT

Prepared By: C. W. W.Approved By: my - 7-6

Customer Number: \_\_\_\_\_

Customer Name KROGER STORE #114 (SUYNE FIELD SHOPPING CEN.)Customer Service Address 3030 Monroe (SUYNE FIELD) Telephone 244-3039City TOLEDO State OHIO Zip Code 43606Customer Billing Address P.O. Box 4444 In Care of \_\_\_\_\_City LIVONIA State MICH. Zip Code 48151

Customer Service Contact \_\_\_\_\_ Telephone \_\_\_\_\_

☒ COMMERCIAL☐ New Service☐ Upgrade☒ Downgrade☐ Price Increase Only☐ Container Exchange☐ Seasonal☐ Discontinue Billing Date \_\_\_\_\_☐ Pull Container &  
Discontinue Serv. Date \_\_\_\_\_☐ Other \_\_\_\_\_☐ INDUSTRIAL☐ New Service☐ Reg. Temp. Service☐ Permanent☐ Temporary☐ One-Shot

## SCHEDULE OF CHARGES

(Complete Applicable Items)

Service Charge Per Month \$ 192.00

Service Charge Per Load \$ \_\_\_\_\_

Container Delivery Charge \$ \_\_\_\_\_

Container Service Charge

Day - Month \$ \_\_\_\_\_

Service Charge For Extra

Refuse Per Yard \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

## CONTAINER SPECIFICATIONS

Quantity	Capacity (cubic yds)	Type of Container		
		Front	Rear	Other
1	8	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Equipment Delivery Date D.S.D.P.☐ On call temporary ☐ On call permanentPick up days were (old): (M)(T)(W)(TH)(F)(S)(S) TOTAL ROUTEPick up days are (new): (M)(T)(W)(TH)(F)(S)(S)

## FOR OFFICE USE ONLY

## SALES DEPT.

☒ Route Tabs Completed☒ Wheel Cards CompletedBy C Date 7/00/76☒ Posted on Container Delivery SheetBy C Date 6/29/76

## OPERATIONS

☒ Route & Wheel Cards Rec'dBy R (by) 4/2/76 (date) 4:30 PM (time)

## BILLING DEPT.

☐ 640 Completed

Beginning date of monthly charges \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

## CREDIT DEPT.

To Credit Date \_\_\_\_\_

Return to Sales Date \_\_\_\_\_

CONTRACT EXPIRATION DATE \_\_\_\_\_

## ADDITIONAL INFORMATION

The terms and conditions on reverse side are part of this agreement. WKS 088.00

## CUSTOMER

Authorized Signature [Signature]

Title \_\_\_\_\_

Date 7/1/76

## CONTRACTOR

Representative's Signature [Signature]Representative's Title Paul S. [Signature]Date 7-6-76

To: COLUMBUS KMA  
Division: ZONE 9 MAGAGER

Attention of: MR. WASHTOCK

Subject: REFUSE

From: COLUMBUS KMA  
Division: STORE OPERATION SERVICES

Date: 7/5/78

No. \_\_\_\_\_  
Answering  
Yours Dated \_\_\_\_\_ No. \_\_\_\_\_

I would appreciate your opinion on the adequacy of refuse service in zone 9.

Recent invoices show extra services requested by store management in Toledo that cost us \$248.00 extra in one month. The charge for this extra service is at a higher rate than the normal scheduled pick-up rate 1.25 vs 2.00 and will be raised to 3.00 per cubic yard.

Please survey your stores and determine if additional service is required at the lower rate. The following is the current pick up schedule.

AL VEDEIKIS  
STORE OPERATION SERVICES

cc: Mr. Gale

/ns

Attachment

*al*  
*Made resolution of*  
*problem*



THE KROGER COMPANY

<u>STORE # AND LOCATION</u>	<u>MONTHLY BILLING</u>	<u>WEEKLY SERVICE</u>
#138 3918 Monroe	\$108.25	1-4 yd. 5 days
# 90 1503 Broadway	86.75	1-4 yd. 4 days
#115 905 Nebraska	108.25	1-4 yd. 5 days
#109 2520 Woodville	195.00	2-3 yd. 6 days
#359 6226 Summit	193.75	1-6 yd. 6 days
#108 1044 Main (B.G.)	195.00	1-6 yd. 6 days
#149 5725 W. Central	193.75	1-6 yd. 6 days
#118 Southland Shopping Center	292.00	1-6 yd. 6 days 1-6 yd. 3 days
#347 5001 Monroe	390.00	2-6 yd. 6 days
#114 Swayne Field	195.00	1-6 yd. 6 days



## KROGER FOOD STORES

4450 Poth Road, Columbus, Ohio 43213

November 30, 1979

Mr. Dave Yeager  
Browning-Ferris Industries  
Waste Systems Division  
6233 Hagman Road  
P.O. Box 5069  
Toledo, Ohio 43611

Head Coach:

Dave, I was looking through my contracts and realized that N-100 had not been taken care of. I have enclosed a contract for your signature. Please return a copy to me.

I am still considering the trash situation in Toledo and plan some action in early 1980.

Regards,

THE KROGER COMPANY

A handwritten signature in cursive script that reads "Tony Gaines".

TONY GAINES

Store Operation Services

TG/cc

Enclosure (1)

## AGREEMENT

This agreement between the Kroger Company, henceforth called the Lessor, and the Browning-Ferris Industries, henceforth called the Contractor, for the rental of a compaction unit and container for a period of one (1) year. The location is 4925 Jackman Rd., Toledo, Ohio 43612 - Kroger store N-100.

The Contractor agrees:

1. To provide, at his own expense, all licenses, public liability coverage and equipment necessary for the operation of the rubbish collection.
2. To maintain the proper upkeep of the unit so as to comply with any and all health codes.
3. To provide proper maintenance and repair of the unit.
4. To empty said compactor container within 24 hours of call.
5. To insure that management is totally instructed in the proper usage of the equipment.

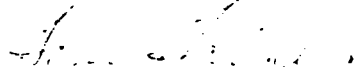
The Lessor agrees:

1. To pay a charge of Three-Hundred Twelve (\$312.00) Dollars per month rental of said compactor and container.
2. To pay a charge of Ninety (\$90.00) Dollars per pick-up.
3. To be responsible for damages to the equipment incurred as a direct result of gross negligence by any member of the working force at the above location.

The Contractor and Lessor mutually agree:

1. That this agreement will be in effect for the period of time from January 1, 1980, through January 1, 1981.
2. That this agreement can be terminated by either party due to any breach of the above stipulations within thirty (30) days written notification by certified mail.
3. That neither party shall be liable for its failure to perform here under due to contingencies beyond its reasonable control including, but not limited to, strike, riots, fires, or acts of God.

ACCEPTED BY

  
\_\_\_\_\_  
THE KROGER COMPANY  
TONY GAINES

\_\_\_\_\_  
BROWNING-FERRIS INDUSTRIES

**To:** Accounts Payable

Division Columbus K.M.A.

Attention of Rick Ragsdale

**From:** Store Operation Services

Division Columbus K.M.A.

Date 8/1/79

No. \_\_\_\_\_

Answering  
Yours Dated \_\_\_\_\_

No. \_\_\_\_\_

Subject: Trash Hauling - N-149

I have authorized Waste Management of Toledo to increase trash collection service at N-149 from one (1) six-cubic yard container picked up six (6) days per week to one (1) eight-cubic yard container picked up six (6) days per week- The monthly charge is not \$260.00 per month effective June 23, 1979.

TONY GAINES  
Store Operation Services

/cc

cc: Mr. Rosner  
Ms. Hoffer



# KROGER FOOD STORES

4450 Poth Road, Columbus, Ohio 43213

## AGREEMENT

N-90

This agreement between the Kroger Company, hereinafter called the Customer, and COMMUNITY DISPOSAL hereinafter called the Contractor, for trash hauling services at the Kroger store located at 1503 BROADWAY, TOLEDO

The Contractor agrees:

1. To maintain "equipment" \* in a clean and sanitary manner throughout the life of this agreement.

\* The term "equipment" is to mean any container and/or compactor used for storage of customer generated waste materials.

And further agrees that the "equipment" will conform to any and all laws and statutes as they pertain to construction and placement of such equipment.

2. To hold the Customer harmless from any liability action resulting from claims of injury and accident. And further, any acts of sabotage to Contractor's equipment at no cost to the Customer, except in the case of sabotage caused by an employee of the Customer.
3. To provide one or all of the following "equipment":  
                     yard container(s)  
                     compactor  
16 YARD yard container box
4. To provide services on the above "equipment" at the following service schedule:  
TUES - THURS - SAT.
5. To make permanent changes in service to contracted locations in the areas of container size changes or frequency of pickup changes only after written authorization from the customer.
6. To present invoices to Customer on a monthly basis.

The Customer agrees:

1. To make no changes or alterations to equipment supplied by the Contractor.
2. To place no acidic, flammable, or hazardous waste in the equipment supplied by the Contractor.
3. To pay the following for equipment rental and/or trash hauling services:

1.00 PER YARD  
24.18 PER MONTH \$84.18 per month  
EX. C-1 PAY

4. To make payment within 30 days of receiving invoice of service.

Both parties agree:

1. To negotiate any landfill charge increases that may occur for the life of this agreement.
2. Through written, mutual agreement only can the Contractor assign or subcontract any or all locations specified in the attached schedule.

This agreement shall be binding to both parties for a period of ONE year~~(s)~~, to begin July 1, 1984, and shall be automatically renewed from year to year unless either party gives written notice of termination thirty (30) days. Any adjustment to the rate shall constitute termination, as noted above. Also, any breach of contract by either party through the life of this agreement is just cause for termination of this agreement. Thirty (30) days written notice is necessary for such termination to occur.

The Customer

John H. Thompson

The Kroger Company

The Contractor

COMMUNITY DISPOSAL SERVICE  
[Signature]

Phone # 419-693-9636

# KROGER FOOD STORES

4450 Poth Road, Columbus Ohio 43213

## AGREEMENT

This agreement between the Kroger Company, hereinafter called the Customer, and Browning-Ferris Inc. hereinafter called the Contractor, for trash hauling services at the Kroger store located at 1503 Broadway.

The Contractor agrees:

1. To maintain "equipment" \* in a clean and sanitary manner throughout the life of this agreement.

\*The term "equipment" is to mean any container and/or compactor used for storage of customer generated waste materials.

And further agrees that the "equipment" will conform to any and all laws and statutes as they pertain to construction and placement of such equipment.

2. To hold the Customer harmless from any liability action resulting from claims of injury and accident. And further, any acts of sabotage to Contractor's equipment at no cost to the Customer, except in the case of sabotage caused by an employee of the Customer.
3. To provide one or all of the following "equipment":

\_\_\_\_\_ yard container(s)  
\_\_\_\_\_ compactor  
1 6-yard yard container box

4. To provide services on the above "equipment" at the following service schedule:

Tues - Thurs Sat.  
\_\_\_\_\_

5. To make permanent changes in service to contracted locations in the areas of container size changes or frequency of pickup changes only after written authorization from the customer.
6. To present invoices to Customer on a monthly basis.

The Customer agrees:

1. To make no changes or alterations to equipment supplied by the Contractor.
2. To place no acidic, flammable, or hazardous waste in the equipment supplied by the Contractor.
3. To pay the following for equipment rental and/or trash hauling services:

108¢ per year  
\$84.18 per month

4. To make payment within 30 days of receiving invoice of service.

Both parties agree:

1. To negotiate any landfill charge increases that may occur for the life of this agreement.
2. Through written, mutual agreement only can the Contractor assign or subcontract any or all locations specified in the attached schedule.

This agreement shall be binding to both parties for a period of one year(s), to begin July 10, 1985, and shall be automatically renewed from year to year unless either party gives written notice of termination thirty (30) days. Any adjustment to the rate shall constitute termination, as noted above. Also, any breach of contract by either party through the life of this agreement is just cause for termination of this agreement. Thirty (30) days written notice is necessary for such termination to occur.

The Customer

Mark S. Balmain

The Contractor

Christi H. Clark  
BFI, Inc.

The Kroger Company

Phone # 419-472-0000 11:55